

ICC ELIGIBLE COSTS**EXHIBIT "C"**

COUNTY HIGHWAY 18 (COUNTY ROAD 1000 NORTH)
 SECTION 99-00124-01-PV
 AARDOT # 289-137V

PROJECT COST (see note 1)

Estimated Cost (year 2004)

Preliminary Engineering, Phase I	\$	97,749
Preliminary Engineering, Phase II	\$	459,996
ROW acquisition	\$	190,230
Road and Bridge construction	\$	5,749,946
Railroad Force Account	\$	130,000
Construction Engineering	\$	574,995
Utility adjustments	\$	700,000
City of Mattoon Reimbursement to relocate 6th Street	\$	102,000

ALLOCATION OF PROJECT COSTS

Improvement	Estimated Cost	GCPF	Railroad	County/IDOT /FHWA
Replace at grade crossing with new roadway overpass	\$8,004,915	60% \$4,802,949	5% \$400,246 Extra Length \$115,316	\$2,686,404
TOTAL	\$8,004,915	\$4,802,949	\$515,561	\$2,686,404

ANTICIPATED PROJECT SCHEDULE

	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Design Completion	*****				
Right of Way Acquisition	*****	*****	*****		
Utility adjustments		*****			
Contract Award			**		
Construction			****	*****	
Project Completion					**

note 1: Project costs are included only for that portion of the project that consists of work from touch down to touch down of the grade separation approach embankments.

EXHIBIT C**TOTAL SECTION COST, ICC ELIGIBLE AND INELIGIBLE COSTS**

SUGGESTED DIVISION OF COST

SECTION 99-00124-01-PV

US 45 Connection - Segment 1

	"Local Share"								"State Share"			
	ICC Eligible Costs*	Non-ICC Eligible Costs	GRAND TOTAL	Federal HPP	ICC GCPF	CN RR	Local MFT	TARP	Total	STP - Federal	State Only	Total
Construction	\$ 5,860,000	\$ 900,000	\$ 6,760,000	\$ 940,000	\$ 3,516,000	\$ 247,500		\$ 141,000	\$ 3,904,500	\$ 1,915,500		\$ 1,915,500
Railroad Force Account	\$ 130,000		\$ 130,000		\$ 78,000	\$ 52,000			\$ 130,000			
Relocation of North 6th Street	\$ 102,000		\$ 102,000		\$ 61,200	\$ 5,100	\$ 35,700		\$ 102,000			
Preliminary Engineering (PH I)	\$ 97,700	\$ 18,300	\$ 116,000				\$ 116,000		\$ 116,000			\$
Preliminary Engineering (PH II)	\$ 460,000	\$ 81,000	\$ 541,000				\$ 270,500		\$ 270,500		\$ 270,500	\$ 270,500
Construction Engineering (PH III)	\$ 575,000	\$ 101,000	\$ 676,000		\$ 345,000	\$ 28,750			\$ 373,750		\$ 302,250	\$ 302,250
Utilities	\$ 700,000		\$ 700,000		\$ 420,000	\$ 35,000			\$ 455,000		\$ 245,000	\$ 245,000
ROW & Land Acquisition		\$ 208,000	\$ 208,000				\$ 104,000		\$ 104,000		\$ 104,000	\$ 104,000
TOTAL	\$ 7,924,700	\$ 1,308,300	\$ 9,233,000	\$ 940,000	\$ 4,420,200	\$ 369,350	\$ 526,200	\$ 141,000	\$ 5,145,750	\$ 1,915,500	\$ 921,750	\$ 2,837,250

* Includes all costs directly attributable to eliminating the at grade crossing and providing a grade separation structure. Also includes \$102,00 to relocate 6th Street.

\$9,117,000	Total excluding PH I
\$8,177,000	Total after HPP that is to be split 50/50
\$4,088,500	State's Commitment
\$2,837,250	Actual State Total
\$1,251,250	Amount to be "made up"

FY 06 Construction		
	Total	State
Programmed	\$ 4,500,000	\$ 1,749,000
Actual Est.	\$ 6,760,000	\$ 1,915,500
Difference	\$ (2,260,000)	\$ (166,500)

TOTAL PROJECT COST, ALL SECTIONS, ICC ELIGIBLE AND INELIGIBLE COSTS

COLES COUNTY INTERCHANGE SUGGESTED DIVISION OF COST Summary

	Segment 1 US 45 Connection				Segment 2 I 57 Interchange				Segment 3 Central			Segment 4 Union			Segment 5 East		
	HPP	Local	State	Total	HPP	Local	State	Total	Local	State	Total	Local	State	Total	Local	State	Total
Construction	\$ 940,000	\$ 3,904,500	\$ 1,915,500	\$ 6,760,000	\$ 7,424,000	\$ 296,750	\$ 1,559,250	\$ 9,280,000	\$ 1,219,500	\$ 1,490,500	\$ 2,710,000	\$ 1,215,000	\$ 1,485,000	\$ 2,700,000	\$ 1,705,500	\$ 2,084,500	\$ 3,790,000
Railroad Force Account		\$ 130,000		\$ 130,000													
Relocation of North 6th Street		\$ 102,000		\$ 102,000													
Preliminary Engineering (PH I)		\$ 116,000	\$ -	\$ 116,000		\$ 151,000	\$ -	\$ 151,000		\$ 44,000	\$ -	\$ 44,000	\$ -	\$ -	\$ 62,000	\$ -	\$ 62,000
Preliminary Engineering (PH II)		\$ 270,500	\$ 270,500	\$ 541,000		\$ 353,500	\$ 353,500	\$ 707,000	\$ 103,000	\$ 103,000	\$ 206,000	\$ 103,000	\$ 103,000	\$ 206,000	\$ 143,000	\$ 143,000	\$ 266,000
Construction Engineering (PH III)		\$ 373,750	\$ 302,250	\$ 676,000		\$ -	\$ 928,000	\$ 928,000	\$ 65,000	\$ 65,000	\$ 130,000	\$ 270,000	\$ -	\$ -	\$ 379,000	\$ -	\$ 379,000
Utilities		\$ 455,000	\$ 245,000	\$ 700,000		\$ 30,000	\$ 30,000	\$ 60,000	\$ 65,000	\$ 65,000	\$ 130,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 66,500	\$ 66,500	\$ 133,000
ROW & Land Acquisition		\$ 104,000	\$ 104,000	\$ 208,000		\$ 20,500	\$ 332,500	\$ 353,000	\$ 52,000	\$ 52,000	\$ 104,000	\$ 62,500	\$ 62,500	\$ 125,000	\$ 76,000	\$ 76,000	\$ 152,000
TOTAL	\$ 940,000	\$ 4,436,750	\$ 2,537,250	\$ 7,914,000	\$ 7,424,000	\$ 651,250	\$ 2,019,750	\$ 10,095,000	\$ 1,704,500	\$ 1,542,500	\$ 3,247,000	\$ 1,704,500	\$ 1,542,500	\$ 3,247,000	\$ 2,412,000	\$ 2,237,000	\$ 4,649,000

Source	Grand Totals
HPP	\$ 8,384,000
State	\$ 11,781,500
Local	\$ 12,198,500

Total excluding PH I	\$ 31,927,000
Total After HPP split 50/50	\$ 23,563,000
State Commitment	\$ 11,781,500

Total ROW - Already Obl			
Programmed	Total	State	
Actual Est.	\$ 942,000	\$ 627,000	
Difference	\$ 942,000	\$ 430,000	
* By agreement, only State programmed			

Total Construction			
Programmed	Total	State	
Actual Est.	\$ 22,300,000	\$ 6,959,000	
Difference	\$ 16,040,000	\$ 8,534,750	
* By agreement, only State programmed			

Total Utilities - FY 04			
Programmed	Total	State	
Actual Est.	\$ 1,043,000	\$ 416,500	
Difference	\$ 1,043,000	\$ (316,500)	
* By agreement, only State programmed			

EXHIBIT "D"

COUNTY BOARD RESOLUTIONS AND COUNTY/STATE AGREEMENTS

County Board Resolution authorizing funding for a Feasibility Study for a new Interchange on I-57, dated 7/14/98 D1

County Board Resolution authorizing funding for a Location Study for a new interchange on I-57, dated 5/11/99 D3

County Board Resolution authorizing Start-up engineering for construction documents for a new interchange and connector roadway, dated 3/19/02 D4

County Board Resolution authorizing engineering for construction documents for the entire I-57 interchange and connector road, dated 7/2002 D5

County Board Resolution obligating Motor fuel Tax funds for its share of the cost of engineering for a new interchange and connector roadway, dated 1/14/03 D12

Agreement between Coles County and the Illinois Department of Transportation obligating the State to pay for 50% of start-up preliminary engineering costs, executed 6/14/02 .. D13

Agreement between Coles County and the Illinois Department of Transportation obligating the State to pay for 50% of total preliminary engineering costs, executed 10/25/02 D17

Agreement between Coles County and the Illinois Department of Transportation obligating the State to pay for 50% of right of way costs, executed 12/02/02 D19

**RESOLUTION TO MODIFY THE COUNTY HIGHWAY FUND APPROPRIATIONS
FOR THE FISCAL YEAR BEGINNING NOVEMBER 30, 1997**

WHEREAS, The Coles County Highway Department appropriated \$ 40,000.00 to pay for the I-57 Interchange Feasibility Study, and

WHEREAS, The Coles County Highway Department received donations totaling \$ 15, 911.00 (including accumulated interest) to help pay for this Feasibility Study, and

WHEREAS, The expenditure, and tracking, of these funds can best be accomplished by line item changes in the County Highway Fund portion of the County Budget.

NEW, THEREFORE BE IT RESOLVED, by the County Board of Coles County that:

Line Item # 002 - 7489 - 050 - 000, I-57 Feasibility Study - \$ 40,000.00

be changed to

Line Item # 002 - 7489 - 050 - 000, I -57 Feasibility Study - \$ 16,000.00

BE IT FURTHER RESOLVED that:

Line Item # 002 - 7490 - 050 - 000, County Portion of Feasibility Study - \$ 40,000.00

be added to the County Highway Fund portion of the County Budget.

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 14th day of July, 1998.

 (SEAL)
Coles County Clerk

COUNTY GENERAL FUND

(SEAL)

C. Eng.

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Sec. 99-00124-00-ES

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STATE OF ILLINOIS
RESOLUTION FOR LOCATION STUDY BY COLES COUNTY
UNDER THE ILLINOIS HIGHWAY CODE

WHEREAS, Coles County is committed to the construction of a new interchange on I-57 in Coles County, and

WHEREAS, by statutes, a Location Study must be performed to address all environmental concerns prior to the construction of such an interchange, and

sent 388,525.00

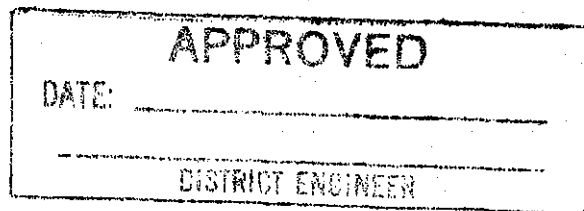
WHEREAS, Coles County has signed a contract for \$ 388,528 with Hanson Engineers, Inc. of Springfield to perform this Location Study,

NOW THEREFORE BE IT RESOLVED, that the Coles County Highway Department obligate \$ 400,000 of it's allotment of Motor Fuel Tax Funds for this Location Study, and

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two certified copies of this resolution to the district Office of the Illinois Department of Transportation.

APPROVED May 17, 1999

HLW
District Engineer
Department of Transportation



State of Illinois
County of Coles

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 11th, day of May, 1999.

Betty Coffin (Seal)
Coles County Clerk

D3

STATE OF ILLINOIS
RESOLUTION FOR HANSON PROFESSIONAL SERVICES, UPCHURCH AND
ASSOCIATES & COLES COUNTY HIGHWAY DEPARTMENT

WHEREAS, Coles County is committed to the construction of a new interchange on I-57 in Coles County on County Road 1000 N, and

WHEREAS, it is imperative that the design (Phase II) of this project proceed in a timely manner so as to not jeopardize funding for the project, and

WHEREAS, a considerable portion of the land surveying necessary for the design phase can be accomplished during the negotiations for Phase II,

NOW THEREFORE BE IT RESOLVED, that the Coles County Highway Department enter into a start-up agreement with Hanson Professional Services, Inc., and Upchurch & Associates to begin surveying on County Road 1000 North within the limits of the proposed project, and,

BE IT FURTHER RESOLVED, that this Start-up Agreement will be superceded by a prime agreement between I.D.O.T., Hanson Professional Services, Inc., Upchurch & Associates, and the Coles County Highway Department when the prime agreement is finalized, and

BE IT FURTHER RESOLVED, that the County Highway Department obligate \$ 250,000.00 of its allotment of Motor Fuel Tax Funds for this Start-up Agreement, and

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Illinois Department of Transportation.

section 99-00124-00-ES

APPROVED 3/19/, 2002


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District Engineer
Department of Transportation

State of Illinois
County of Coles

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on the 13th, day of February, 2002.

Betty Coffman Seal
Coles County Clerk

Local Agency Coles County Highway Department	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Hanson Professional Services Inc.
County Coles County				Address 1525 S. Sixth Street
Section 99-001 24-00-PV				City Springfield
Project No.				State Illinois
Job No. D-95-025-97				Zip Code 62703
Contact Name/Phone/E-mail Address Fred Sherer 217-348-0527				Contact Name/Phone/E-mail Address Jim Moll 217-788-2450

THIS AGREEMENT is made and entered into this _____ day of _____, 2002 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE), will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name I-57 Interchange and Roadway Design Route _____ Length 10.1 mi. Structure No. _____

Termini U.S. Route 45 north of Mattoon and IL 130 north of Charleston

Description Prepare construction and right of way documents for a two-lane rural roadway in Coles County, Illinois connecting U.S. Route 45 north of Mattoon to a new I-57 interchange and to IL 130 north of Charleston.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described:

- 1.1 Engineering Studies

- a. Topographic Survey, entire route

Review furnished data, IDOT mapping
Identify additional survey items
Locate IDOT aerial survey control, horizontal and vertical
Stake Centerline, 100' stations
Stake Bridges and MSE wall for Soil Borings
Channel cross sections at culvert crossings
Rigid pavement shots, I-57 x-sec's 11,000' x 400' wide
Pick Up survey shots, mainline
Pick Up survey shots, U.S. 45 intersection
Pick Up survey shots, IL 130 intersection
Survey data reduction to Microstation mapping
Create digital terrain model (TIN)
Hydraulic Stream Survey, No Name Creek
Hydraulic Stream Survey, Union Drainage Ditch
Hydraulic Stream Survey, Cassel Creek

Aerial mapping at a scale of 1"= 50' with 1' contour intervals will be furnished by the STATE.

b. Right of Way Survey

Research Coles County courthouse, 75 parcels

Review Title Commitments to Verify Previous Work (Title commitment costs for right of way/easement takings to be billed directly to LA.)

Pick Up survey shots for property information

Compiling raw field data, create ASCII files for Geopak, centerline chain stationing/equations.

Calculations to determine boundaries, easements, areas, etc.

Determine existing right of way and draft same, from aerial survey data

Drafting for plats, 75 parcels

Compose legal descriptions.

Prepare legal descriptions using Microsoft Word.

Review plats and legal descriptions after initial preparation.

c. Roadway Plans

Prepare preliminary design plans and special provisions for the 10 mile rural section including geometric and survey ties information, pavement design information, plan and profile sheets, typical sections, intersection detail sheets, interchange detail sheets, miscellaneous details, removal information (no separate plans), grading plans, drainage information and details (no separate plans), erosion control plans, pavement marking plans at state routes only (all others are typical), signing plans and details at state routes only, I-57 detour plan, construction staging plans, lighting plans at U.S. 45, I-57, and IL 130, and cross section sheets. The alignment, profile, and other details will be based on the approved location study report. No temporary access, frontage roads, or traffic signals will be required. All geotechnical work, including soil borings, will be provided by the STATE. Also provide an estimate of cost and an estimate of time for the project.

The 10 mile project will be divided into five construction contracts.

Township and County crossroads and mainline can be closed when necessary. Access for local traffic will be maintained.

Prepare pre-final and final design plans and special provisions for the 10 mile rural section.

d. Bridge Plans

Prepare bridge plans for the following bridges: Bridge over Unnamed Creek, Bridge over Union Drainage Ditch, U.S. 45/ railroad Bridge, I-57 Interchange Bridge, and Cassell Creek Bridge. Type, size, and location drawings required for U.S. 45/ railroad and I-57 structures only. Crossovers on I-57 will not be required, set girders during temporary night closure. Integral abutments will be used on bridges.

e. Drainage

Prepare a drainage design for the project including ditch sizes and profiles, culvert sizing, pipe underdrains, and storm sewer design. No separate drainage plan will be prepared. Hydraulic reports will be prepared for Unnamed Creek, Union Drainage Ditch, and Cassel Creek (includes channel change).

f. Wetland Design

Prepare plans and specifications for 2.035 acres of wetland design. Develop monitoring program and contingency plan.

g. Utilities

Underground utility locations will be based on information provided by the utility companies. All necessary utility agreements will be prepared by the LA.

h. All five construction contracts will be on STATE lettings. The STATE will handle plan printing and distribution.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described 920 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
5. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
7. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
8. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

II. THE LOCAL AGENCY AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. Payment

The ENGINEER shall receive, as full payment for completing the work required of it under this Agreement (except for additional work or extra work), reimbursement of its actual costs – "actual cost" is defined in Section 2.86 of the STATE's Standard Agreement Provisions for Consultant Services plus a fixed fee of \$122,819. Direct and subconsultant expenses will be reimbursed to the ENGINEER at his actual cost. The upper limit of compensation to the ENGINEER shall be \$1,945,333. A rate for fringe benefits and overhead of 1.7226 shall be used to establish the AGREEMENT amount and for invoicing the LA. This AGREEMENT supersedes the start-up agreement signed February 5, 2002.

3. Invoices

The ENGINEER shall submit invoices to the LA, not more often than monthly or, if agreed upon, not more often than every four weeks for partial payment on account of his work completed to date.

4. Partial Payments

Promptly upon receipt, review and approval of properly documented invoices, the LA shall pay or cause to be paid to the ENGINEER, not more often than monthly or every four weeks, partial payments of the Compensation specified in the AGREEMENT. The LA shall establish that the reported percentage of completion of the Work is reasonable. Payment will be made in the amount of sums earned less previous partial payments and less retainage.

5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1.1a, through 1.1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 15 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
6. The Prime Compensation may be increased or decreased by subsequent agreement between the contractual and approving parties if there is a change in the scope, character or complexity of the Work. The Upper Limit of Compensation may be renegotiated, except for the fixed fee, for under-estimation of effort and costs and/or delays if the work extends more than six months beyond January 1, 2005.

In the event the ENGINEER, upon written order from the LA, is required to perform Additional Work or Extra Work, he/she shall, in addition to the Prime Compensation, receive payment on the following basis. The ENGINEER's Actual Costs will be reimbursed in the same manner as set forth in Section 1, plus a negotiated Fixed Fee based on the estimated cost of the work subject to a preagreed Upper Limit of Compensation for each item of work.

7. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the attached General Conditions are included and made part of this AGREEMENT.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of

any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: Betty Coffey
Colo County Clerk

(SEAL)

By: Matthew Hents
Title: County Bd Chairman

Executed by the ENGINEER:

ATTEST:

By: J.W. Moll
Title: A.V.P.

By: John E. Harms
Title: Senior Vice President

Coles County Highway Department

COLES COUNTY COURTHOUSE
ROOM 16
CHARLESTON, ILLINOIS 61920

July 25, 2002

Mr. Dave Clark
Illinois Department of Transportation
13474 IL. Hwy. 137
P.O. Box 610
Paris, Illinois 61944

Attention: Dave Speicher

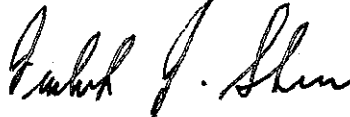
Dear Mr. Clark:

Included is a copy of the agreement between Coles County and Hanson Professional Services for the design of the I-57 project - Section 99-00124-00-PV. This agreement is per the requirements as negotiated with your office.

Since IDOT has agreed to fund half of the cost of this design, I assume some type of agreement between the County and IDOT is necessary also. I would think an addendum to the included agreement, signed by both the County and IDOT would suffice.

Would you care to draft such an agreement or would you like the County to prepare one?

Sincerely yours,



Frederick J. Sherer
Coles County Engineer

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Coles County Highway Department

COLES COUNTY COURTHOUSE
ROOM 16
CHARLESTON, ILLINOIS 61920

July 25, 2002

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13474 IL. Hwy. 137
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Attention: Dave Speicher

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Would you care to draft such an agreement or would you like the County to prepare one?

Sincerely yours,



Frederick J. Sherer
Coles County Engineer

7/12

013

STATE OF ILLINOIS
RESOLUTION FOR HANSON PROFESSIONAL SERVICES, UPCHURCH AND
ASSOCIATES AND COLES COUNTY HIGHWAY DEPARTMENT

WHEREAS, Coles County is committed to the construction of a new interchange on I-57 in Coles County on County Road 1000 N, and

WHEREAS, the Federal Highway Administration, the Illinois Department of Transportation and the Illinois Commerce Commission have obligated funds to pay for this project, and

WHEREAS, a signed agreement between Illinois Department of Transportation and the County has been executed specifically allocating the cost-sharing for this project.

NOW THEREFORE BE IT RESOLVED, that the County Highway Department obligate \$500,000.00 of its allotment of Motor Fuel Tax funds for its share of this portion of the project, and

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Illinois Department of Transportation.

APPROVED _____, 2003

District Engineer,
Department of Transportation

State of Illinois
County of Coles

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on the 14th, day of January, 2003.

Betty Coffey Seal
Coles County Clerk





Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 14, 2002

Coles County
Section 99-00124-00-ES
Job No. D-95-025-97

Ms. Betty Coffrin
County Clerk
651 Jackson St., Room 122
Charleston, IL 61920

Dear Ms. Coffrin:

The joint agreement for the subject section was executed by the department on June 14, 2002. Your copy of the executed agreement is attached.

Sincerely,

Darrell W. McMurray, P. E.
Engineer of Local Roads and Streets

A handwritten signature in cursive script that reads "Larry D. Houser".

By: Larry D. Houser
Local Project Implementation Engineer

cc-
Frederick J. Sherer, County Engineer
David Clark Attn: David Speicher
David G. Campbell Attn: Clarence Crowder
Christine Reed Attn: Chuck Schmitt

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AGREEMENT

This Agreement is entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the STATE and Coles County of the State of Illinois, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS the parties hereto, propose joint improvements to provide a new interchange with FAI-57 in conjunction with the development of new public roads connecting the interchange with US Route 45 west of the interstate and Illinois Route 130 east of the interchange. The improvement is known as COUNTY section 99-00124-00-ES and STATE section 15-23K, State Job Number D-95-025-97 and hereinafter referred to as the PROJECT, and

WHEREAS the STATE and COUNTY desire to share costs of the entire PROJECT on an equal basis, and

WHEREAS the COUNTY is the Lead Agency for completing the design of the PROJECT, and

WHEREAS the STATE agrees to provide the engineering work to obtain soil borings and approved soils report, and

WHEREAS the STATE desires to provide financial assistance to the COUNTY in the form of timely reimbursement for the STATE's share of the design of the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The COUNTY agrees to make or cause to make the surveys, except as hereinafter described, and prepare plans and specifications, and shall assemble all plans and specifications into contracts.
2. The COUNTY agrees to pay for all preliminary engineering costs, subject to reimbursement or credit of half of the costs (50%) by the STATE as hereinafter described.
3. The STATE agrees to obtain soil borings and prepare an approved soils report based upon survey and staking information provided by the COUNTY.
4. The STATE agrees that upon execution of this agreement, receipt of a Contract Obligation Document, and appropriate invoices showing approved preliminary

engineering from the COUNTY, the STATE will provide reimbursement for its share of the engineering, subject to an upper limit of \$260,000.

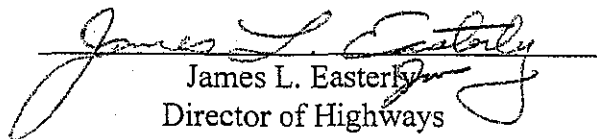
5. The COUNTY agrees to maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General; and the COUNTY agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this PROJECT shall establish a presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
6. The COUNTY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and nondiscrimination regulations required by the Illinois Department of Transportation.
7. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
8. This Agreement shall be binding upon and inure the benefits of the parties hereto, their successors, and assigns.

COLES COUNTY



Mike Genta
County Board Chairman

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

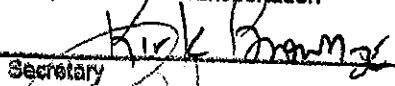




James L. Easterly
Director of Highways

April 16, 2002

6/14, 2002

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THE STATE OF ILLINOIS	
By the Department of Transportation	
By	
	Secretary
By	
	Director - Finance & Administration
By	
	Chief Counsel

D17

For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The LOCAL AGENCY's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT-approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 25, 2002

Coles County
Section 99-00124-00-ES
Job No. D-95-025-97

Ms. Betty Coffrin
County Clerk
651 Jackson St., Room 122
Charleston, IL 61920

Dear Ms. Coffrin:

The supplement to the joint agreement for the subject section was executed by the department on October 25, 2002. Your copy of the executed supplement is attached.

Sincerely,

Darrell W. McMurray, P. E.
Engineer of Local Roads and Streets

A handwritten signature in cursive script that reads "Larry D. Houser".

By: Larry D. Houser
Local Project Implementation Engineer

cc-
Frederick J. Sherer, County Engineer
David Clark Attn: David Speicher
David G. Campbell Attn: Clarence Crowder
Christine Reed Attn: Chuck Schmitt

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SUPPLEMENTAL AGREEMENT

This Supplemental Agreement entered in this 25th day of Oct, A. D. 2002, by and Between the State of Illinois, acting through its Department of Transportation hereinafter called the STATE, and Coles County, of the State of Illinois, Hereinafter called the COUNTY

WITNESSETH

WHEREAS, the STATE and COUNTY have entered into an agreement executed June 14, 2002 which sets forth certain provisions for providing a new interchange with FAI-57 in conjunction with the development of new public roads connecting the interchange with US Route 45 west of the interstate and Illinois Route 130 east of the interchange ;and,

WHEREAS, the STATE and COUNTY desire to Supplement said Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows, for modifications to the STATE SECTION:

1. The STATE agrees that upon execution of this supplemental agreement, receipt of a Contract Obligation Document, and appropriate invoices showing approved preliminary engineering from the COUNTY, the STATE will provide reimbursement for its share of the engineering, subject to an upper limit of \$973,000.

All other terms and conditions of the original June 14, 2002 Agreement between the STATE and COUNTY described herein, not in conflict with this Supplemental Agreement shall remain in full force and effect. This SUPPLEMENTAL AGREEMENT is a part of the original agreement and shall be attached thereof.

This agreement shall be binding upon and the benefit of the parties hereto, their successors and assigns.

COLES COUNTY



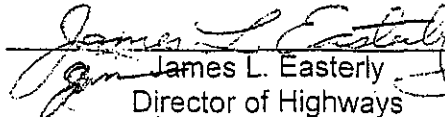
Mike Genta
County Board Chairman

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STATE OF ILLINOIS


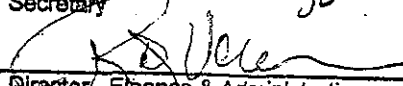
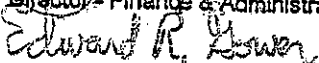
DEPARTMENT OF TRANSPORTATION



James L. Easterly
Director of Highways

10/25

20 02

THE STATE OF ILLINOIS	
By the Department of Transportation	
By	 Secretary
By	 Director - Finance & Administration
By	 Chief Counsel



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

DASV

ALG ✓

DKL ✓

CC. PROT SUPT
LAND AC. ✓

December 12, 2002

Coles County
Section 99-00124-00-PV
Job No. R-95-051-03

Ms. Betty Coffrin
County Clerk
651 Jackson St.
Room 122
Charleston, Illinois 61920

Dear Mr. Coffrin:

The joint agreement for the subject section was executed by the department on December 2, 2002. Your copy of the executed agreement is attached.

Sincerely,

Darrell W. McMurray, P. E.
Engineer of Local Roads and Streets

By: Larry D. Houser
Local Project Implementation Engineer

cc-
Frederick J. Sherer, County Engineer
David Clark Attn: David Speicher
Jim Allen Attn: Clarence Crowder
Christine Reed Attn: Chuck Schmitt

Route FAI 57
Section 15-23K
Section 99-00124-00-PV
Job No. R-95-051-03
Contract No. 90937
Coles County

AGREEMENT

This agreement entered into by and between the State of Illinois, acting by and through its Department of Transportation hereinafter called the STATE, and Coles County, of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH

WHEREAS the parties hereto, propose joint improvements to provide a new interchange with FAI-57 in conjunction with the development of new public roads connecting the interchange with US Route 45 west of the interstate and Illinois Route 130 east of the interchange. The improvement is known as COUNTY Section 99-00124-00-PV and STATE Section 15-23K, State Job Number R-95-051-03 and hereinafter referred to as the PROJECT, and

WHEREAS the proposed improvement is defined by two (2) district sections as follows:

- County designed, State constructed work at and west of the interchange

Construction of a grade separation structure over US Route 45 and the CN/IC Railroad on the proposed public road connection to FAI 57 along with access ramps to US Route 45; construction of a proposed public road connection between US Route 45 and the proposed FAI 57 interchange; and construction of a new FAI 57 interchange.

- County designed and constructed work east of the Interchange

Construction of a proposed public road connection between the proposed FAI 57 interchange and Illinois Route 130.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The COUNTY agrees to make or cause to make the surveys, obtain all necessary right-of-way other than necessary for the Interstate interchange.
2. The COUNTY agrees to pay for all right-of-way costs, other than that necessary for the Interstate interchange, subject to reimbursement by the STATE as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for right-of-way involved with this improvement is as follows:

DIVISION OF COST

<u>TYPE OF WORK</u>	<u>STATE (%)</u>	<u>COUNTY (%)</u>	<u>TOTAL</u>
<u>Costs Necessary for Interstate Interchange</u>			
Right-of-Way (Section 1) Interchange	\$ 351,000 (*)	\$ 39,000 (*)	\$ 390,000
<u>Costs for All other Right-of-Way</u>			
Right-of-Way (Section 1) West of Interchange	\$ 345,000 (50)	\$ 345,000 (50)	\$ 690,000
Right-of-Way (Section 2) east of Interchange	\$ 361,000 (50)	\$ 361,000 (50)	\$ 722,000
Subtotal of Costs Involving County Reimbursement	\$ 706,000	\$ 706,000	\$1,412,000
Total of All Right-of-Way Costs	\$ 1,057,000	\$ 745,000	\$1,802,000

* First \$312,000 will be paid by the STATE; the balance of Interchange ROW cost will be split 50/50 between STATE and COUNTY.

4. The COUNTY agrees to provide necessary rights-of-way along the STATE routes in the name of the STATE in accordance with STATE requirements.

The COUNTY agrees to obtain and pay for the cost of acquiring the necessary right-of-way along the STATE routes in accordance with the following requirements:

- A. Right-of-way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
- B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right-of-way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right-of-way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right-of-way is by condemnation, then such action must be brought in the name of

the STATE by the Attorney General and an Assistant Attorney General appointed by him.

- C. Cost of the right-of-way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right-of-way. The acquiring agency, if participating in the cost of the right-of-way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right-of-way or as a direct result of the right-of-way acquisition.
 - D. All parties engaged in the acquisition of the right-of-way shall be approved in advance by the STATE.
 - E. The COUNTY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right-of-way.
 - F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.
 - G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.
5. The COUNTY agrees to acquire in its name and at its own expense, subject to reimbursement as herein provided, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been complied with.

It is mutually agreed that cost of the right-of-way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right-of-way.

- A. The STATE will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
- B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's

certification of compliance with Titles II and III requirements of the aforesaid Act.

6. The STATE agrees to pay to the COUNTY its share of the cost for right-of-way involving County reimbursement, upon receipt of necessary right-of-way documents; upon receipt of a written request for the same from the COUNTY; and upon the STATE's execution of a Contract Obligation Document (COD) covering the STATE's contribution.
7. The COUNTY agrees to maintain, for a minimum of 3 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General; and the COUNTY agrees to cooperate fully with an audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The County agrees to use good faith efforts to recruit, develop and extend employment and contracting opportunities to women, minorities (and persons with disabilities) from funds received under this grant. Nothing herein shall be deemed to modify or negate any requirement of the Business Enterprise for Minorities. Females and persons with Disabilities Act, Federal or State Disadvantaged Business Enterprise Program requirements or any other provision of this grant agreement.
9. The COUNTY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and nondiscrimination regulations required by the Illinois Department of Transportation.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
11. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

12. UNDER PENALTIES OF PERJURY, the COUNTY certifies that 37-6000640 is their correct Federal Taxpayer Identification Number and they are doing business as a government entity.

This agreement shall be binding upon and inure the benefit of the parties hereto, their successors and assigns.

COLES COUNTY

ATTEST:

Betty Coffrin
Betty Coffrin, County Clerk

11-14, 20 02
Date

(SEAL)

By: Michael Genta

Michael Genta
County Board Chairman

11-14, 20 02
Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Kirk Brown Jr
Kirk Brown
Secretary

12/2, 20 02
Date

By: Randy Vereen
Randy Vereen, Director
Finance and Administration

12/2, 20 02
Date

By: James L. Easterly
James L. Easterly
Director of Highways

12/2, 20 02
Date

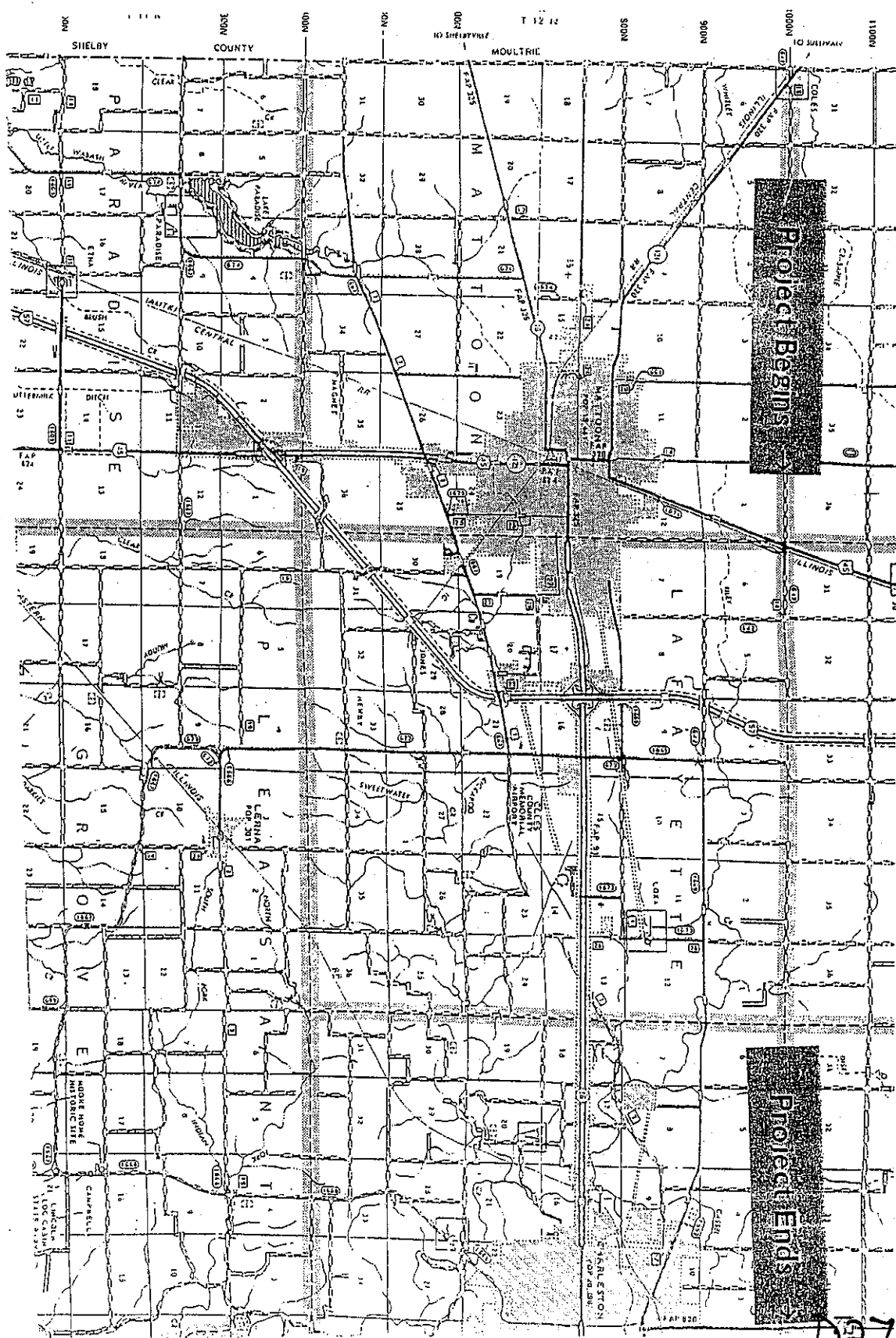
By: Edward R. Gower
Edward R. Gower
Chief Counsel

12/2, 20 02
Date

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COLES COUNTY

99-00124-00-PV

7

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

COUNTY OF COLES,)
)
Petitioner,)
)
vs.)
)
CANADIAN NATIONAL/ILLINOIS)
CENTRAL RAILROAD COMPANY and)
THE STATE OF ILLINOIS)
DEPARTMENT OF TRANSPORTATION,)
)
Respondents.)

CERTIFICATE OF SERVICE

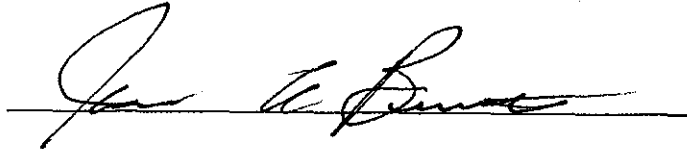
I, the undersigned, do hereby certify that I am attorney for the Petitioner, COUNTY OF COLES, in the above-entitled cause, and that I did on April 22, 2004, cause to be deposited in the United States Mail at Mattoon, Illinois at about the hour of 5:00 p.m., copies of the **Entry of Appearance of Counsel, and Petition for an Order**, in the above-captioned matter, enclosed in an envelope, with first class postage prepaid, plainly addressed to the following persons or firms at the following addresses:

Canadian National/Illinois Central
Railroad Company
c/o CT Corporation System
208 S. LaSalle St.
Suite 814
Chicago, IL 60604-1101

Canadian National/Illinois Central
Railroad Company
Attention: Tom Zeinz
Manager of Public Works
17641 S. Ashland Avenue
Homewood, IL 61030-1345

Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764

Illinois Department of Transportation
District 5
Attention: Mr. Dave Speicher
P. O. Box 610
Paris, IL 61944

A handwritten signature in dark ink, appearing to read "James A. Bennett", is written over a horizontal line.

JAMES A. BENNETT
Of RYAN, BENNETT, RADLOFF & O'BRIEN
300 Richmond East, P. O. Box 629
Mattoon, IL 61938
Telephone: (217) 234-2000
Telefax: (217-234-2001
E-mail: bennett.rbrolaw@advant.net
Attorneys for Petitioner